

ME

<p style="text-align: center;">AGENDA TRANSPORTATION BENEFIT DISTRICT Board Meeting February 12, 2009 - 6:30 p.m.</p>

CALL TO ORDER - Chair Kaplan

ROLL CALL

APPROVAL OF MINUTES

Minutes of January 15, 2009

COMMENTS FROM THE PUBLIC

CORRESPONDENCE

OLD BUSINESS

1. Update from DOL discussions

NEW BUSINESS

2. Discuss Inter-local agreement between the TBD and the City.

NEXT MEETING DATE - March 12, 2009

ADJOURNMENT

As allowed by law, the Board may add and take action on items not listed on the agenda.

approved

~~PRELIMINARY~~
SPECIAL MEETING TRANSPORTATION BENEFIT DISTRICT

MINUTES

January 15, 2009

The special meeting of the Des Moines Transportation Benefit District was called to order at 6:30 p.m. by Chair Kaplan in the Council Chambers, 21630 11th Avenue South, #B.

ROLL CALL - Present: Chair Dave Kaplan, Vice Chair Carmen Scott, Board Members Ed Pina, Bob Sheckler, Dan Sherman, Scott Thomasson and Susan White. Also in attendance were City Manager Tony Piasecki, Assistant City Attorney Susan Mahoney, Finance Director Paula Henderson, Transportation Engineer Dan Brewer, Associate Transportation Engineer Brandon Carver and City Clerk Denis Staab.

APPROVAL OF MINUTES for December 22, 2008.

MOTION was made by Board Member Sherman, seconded by Board Member Pina and passed unanimously, to approve the minutes of December 22, 2008.

CORRESPONDENCE

Letter to Department of Licensing Dated 1-15-09

Chair Kaplan noted a copy of the letter from the Board to the Dept. of Licensing forwarding the Ordinance that established the Board, and the Board's resolution instituting the \$20 per vehicle license fee, has been established, and therefore the Board is expecting to receive revenues beginning in July 2009 from fee collections.

NEW BUSINESS

Draft Resolution No. 09-0003.TBD - Draft Rules of Procedures for TBD

MOTION was made by Board Member Pina, seconded by Board Member Scott, to approve Draft Resolution No. 09-0003.TBD adopting rules of procedure as amended.

Discussion ensued with the following amendments accepted by consensus:

- Rule 4(a) Biennially in even numbered years at the first meeting of the year
- Rule 8 delete the entire 3rd sentence of the paragraph
- Rule 13 change "Chairman" before surname to 'Chair' and change "Vice Chairman" before surname to 'Vice Chair'
- In regards to Rule 9, 10, 11 and 12, City Manager Piasecki suggested the Board enter into an interlocal agreement with the City of Des Moines, to designate these City staff to be "Executive Director", "Clerk", "Attorney" and "Financial Officer" of the Board.
- Rule 10, 11 and 12 should note "of the City of Des Moines"

VOTE ON MOTION: Motion approved unanimously.

Update on Status of Department Of Licensing (DOL)

Associate Transportation Engineer Carver informed the Board that DOL is looking at using the Department of Revenue Sales Tax Codes for determining the boundary and will be meeting tomorrow. If this works out it will expedite the required change to update the fee collection

interface. A further update will be provided at the Board's next meeting. DOL anticipates the soonest they will collect renewals will be in September 2009. He referenced the letter distributed to the Board outlining the steps the Board has taken so far.

City Manager Piasecki stressed that his position is the fee goes into effect in six months, and that is how he expects the revenue to come in.

Preliminary Draft of Potential TBD Expenditures

Transportation Engineer Brewer reviewed estimated 2009 (6 months) expenditures at \$333,308, noting this exceeds the estimated revenue of \$230,000, and the 2010 expenditures at \$460,000. He proceeded to review a preliminary copy of the Street Fund Budget, showing TBD eligible percentage and eligible expenditures. He noted that the expenditures need to be put toward projects or activities that can be directly related to congestion. He concluded by advising he hopes to have the final percentages in the next few months.

Upon questioning, Transportation Engineer Brewer advised it is a Legislative requirement that the Board annually publishes a report of all its expenditures and revenues. This annual report will be posted on the City's web site.

Board Member Thomasson commented that he felt 10% for administration is too high. He would prefer than in consideration for the Board donating \$460,000 to the City of Des Moines, the Board would get Administrative Services for free. It would be the easiest way to contract it and then we know all the money will go for transportation services.

Proposed Letterhead

Chair Kaplan noted there will be a need to communicate with the State and other agencies and staff has prepared a draft letterhead for the Board's consideration. He requested Board Members review the draft and pass any thoughts back to staff.

NEXT MEETING DATE

Chairman Kaplan noted the next meeting will be February 12, 2009 at 6:30 p.m..

ADJOURNMENT

At 7:24 p.m. Chairman Kaplan declared the meeting adjourned.

Respectfully submitted,

Denis Staab
Board Clerk

DES MOINES TRANSPORTATION BENEFIT DISTRICT AND CITY
of DES MOINES INTERLOCAL AGREEMENT

Executed by
Des Moines Transportation Benefit District (TBD),
Authorized Representative: Chairman Dave Kaplan
21900 11th Ave S
Des Moines, WA 98198

and

City of Des Moines City Manager (CITY)
Authorized Representative: Toni Piasecki
21900 11th Ave S
Des Moines, WA 98198

THIS INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the ____ day of _____, 2009, by and between the **DES MOINES TRANSPORTATION BENEFIT DISTRICT**, a quasi-municipal corporation of the State of Washington (hereinafter referred to as "TBD"), and the **CITY OF DES MOINES**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"),

WITNESSETH:

WHEREAS, The TBD has been created as a quasi-municipal corporation and independent taxing district created for the purpose of maintaining, constructing, and improving transportation facilities and projects within the district, and

WHEREAS, The CITY is responsible to maintain, construct, and improve all transportation related facilities within the City limits, and

WHEREAS, pursuant to RCW 39.34 RCW local government agencies may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains five (5) Articles:

ARTICLE I: TERM OF AGREEMENT:

The term of this Interagency Agreement shall be in effect until December 31, 2009 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES

The TBD shall administer and collect a vehicle license fee of \$20 for all qualified vehicles within the Des Moines TBD and remit monthly payments to the CITY.

The TBD shall annually adopt project and maintenance expenditures and administrative support expenditures to be funded by the vehicle license fees.

The CITY shall execute such TBD identified and authorized programs and projects which include but are not limited to the following activities; roadway striping, traffic signal maintenance, pothole repair, bridge repairs, snow and ice control, and vegetation removals for safety

The CITY shall provide administrative support to the TBD and be reimbursed for actual expenses. Administrative support shall include all duties necessary to implement the TBD programs and projects. *State Responsibility, in a sample*

The CITY shall provide the use of the City of Des Moines Council Room for TBD board meetings.

The CITY shall provide and maintain a webpage for the TBD on the current City of Des Moines website.

ARTICLE III: LIABILITY

A. The TBD shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the TBD's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TBD; and provided further, that nothing herein shall require the TBD to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

B. The CITY shall indemnify and hold the TBD and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the TBD arising out of, in connection with, or incident to the execution of this Agreement and/or the CITY's performance or failure to perform any aspect of this Agreement; provided, however, that if

such claims are caused by or result from the concurrent negligence of the TBD, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CITY; and provided further, that nothing herein shall require the CITY to hold harmless or defend the TBD, its agents, employees and/or officers from any claims arising from the sole negligence of the TBD, its agents, employees, and/or officers. No liability shall attach to the TBD by reason of entering into this Agreement except as expressly provided herein.

ARTICLE IV: REIMBURSEMENT

Requests for reimbursement will be made on a monthly basis and should be forwarded to the TBD as soon as practical after the first of the month that follows the month for which reimbursement is requested.

Each monthly request for reimbursement will include a summary of the expenses incurred by the CITY

ARTICLE V: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this _____ DATED this _____ day of
day of _____, 2009. _____, 2009.

CITY OF DES MOINES

By _____
City Attorney of Des Moines

By _____
Its City Manager

At the direction of the Des Moines Council by
motion regularly passed at an open public
meeting on _____, 2009.

APPROVED AS TO FORM this _____ DATED this _____ day of
day of _____, 2009. _____, 2009.

CITY OF DES MOINES

By _____
Legal Counsel Des Moines TBD

By _____
Chairman

At the direction of the Des Moines TBD board
by motion regularly passed at an open public
meeting on _____, 2009.